

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**VINTAGE AND VOGUE, LLC     )  
and I DO AND I'M DONE, LLC,    )**

**Plaintiffs,**

**vs.**

**TRAVELERS CASUALTY     )  
INSURANCE COMPANY     )  
OF AMERICA,            )**

**Defendant.                )**

**CIVIL ACTION FILE NO.  
1:16-c-01952-AT**

**AFFIDAVIT OF ANGEL MERINO**

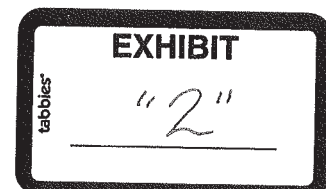
COMES NOW, Angel Merino, before the undersigned officer duly  
authorized to administer oaths, who after first being duly sworn, states as follows:

1.

I am Angel Merino. I am over eighteen years of age and am competent to  
make this affidavit. I am suffering from no disabilities and make this Affidavit of  
my own personal knowledge and with the knowledge that this Affidavit is given  
for use as an attachment to Defendant Travelers' Motion for Sanctions in the  
above-styled action.

2.

I am a property claims manager with Travelers Casualty Insurance Company  
of America ("Travelers") and personal have knowledge of the adjustment and



investigation of Claim No. E1K6478, regarding Travelers' insured Vintage & Vogue, LLC and I Do and I'm Done, LLC.

3.

The insurance policy issued by Travelers to Vintage & Vogue, LLC, policy no. I-680-7956R80A-ACJ-12, became effective on August 30, 2010, and was renewed at the end of each policy year through August 30, 2013. A copy of this policy is attached hereto as Exhibit A.

4.

The insurance policy issued by Travelers to I Do & I'm Done, LLC, policy no. I-680-4B580696-ACJ-13, became effective on March 8, 2012, and was renewed at the end of each policy year through March 8, 2014. A copy of this policy is attached hereto as Exhibit B.

5.

Maria Sullivan, the owner of Vintage & Vogue, LLC and I Do and I'm Done, LLC reported the loss to Travelers on May 4, 2015.

6.

Ms. Sullivan notified Travelers that water began damaging business inventory housed in a rental property located at 647 Atlanta Street, Roswell, Georgia 30075.

7.

Ms. Sullivan reported that this damage began in the latter half of March, 2013 and continued until Vintage & Vogue, LLC and I Do and I'm Done, LLC changed locations in October of 2013.

8.

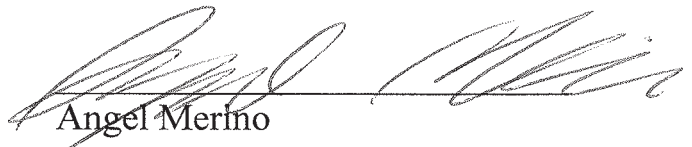
Vintage & Vogue, LLC and I Do and I'm Done, LLC vacated the premises on October 1, 2013, almost a year and a half before Travelers received notice of the claim. Because Plaintiffs did not occupy the loss location at the time they gave notice to Travelers, Travelers had no way of investigating the circumstances and extent of the alleged damages.

9.

On May 7, 2015, Travelers denied the claim filed by Vintage & Vogue, LLC and I Do & I'm Done, LLC on the grounds that these insured entities did not provide Travelers with "prompt" notice under the terms of the policy. A copy of the denial letter issued on May 7, 2015 is attached hereto as Exhibit C.

FURTHER AFFIANT SAYETH NOT.

This 18 day of August, 2016.

  
Angel Merino

Sworn to before me this  
18 day of August, 2016.

A handwritten signature in cursive script, reading "Linda Baggett", is written over a horizontal line.

Notary Public

My Commission Expires:

Linda Baggett

Notary Public, Gwinnett County, GA  
My Commission Expires April 27, 2017

6625315/1

05657-117037

### **CERTIFIED POLICY**

This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.

**No additional insurance is afforded by this copy.**

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

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**Name of Insuring Company(ies)**

	08/30/10 - 08/30/11	
	08/30/11 - 08/30/12	
680 7956R80A	08/30/12 - 08/30/13	9/22/15

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**Policy Number(s)**

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**Policy Period(s)**

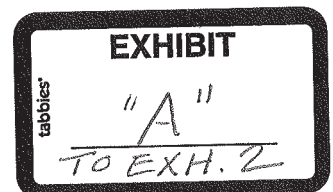
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**Date**



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Kenneth Kupec, Second Vice President  
BI Document Management





One Tower Square, Hartford, Connecticut 06183

**RENEWAL CERTIFICATE**

**COMMON POLICY DECLARATIONS**  
**STORE PAC**  
**BUSINESS: STORE**

**POLICY NO.: I-680-7956R80A-ACJ-12**  
**ISSUE DATE: 07-20-12**

**INSURING COMPANY:**  
**TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA**

**1. NAMED INSURED AND MAILING ADDRESS:**

VINTAGE & VOGUE LLC  
 1050 BAY POINTE CROSSING

ALPHARETTA GA 30005

**2. POLICY PERIOD:** From 08-30-12 to 08-30-13 12:01 A.M. Standard Time at your mailing address.**3. LOCATIONS:**

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
01	01	NARTS	55 PARK SQUARE SUITE 101 ROSWELL GA 30075

**4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:**

COVERAGE PARTS AND SUPPLEMENTS  
 Businessowners Coverage Part

INSURING COMPANY  
 ACJ

**5.** The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

**6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
--------	---------------	------------------

**DIRECT BILL****7. PREMIUM SUMMARY:**

Provisional Premium	\$	720.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

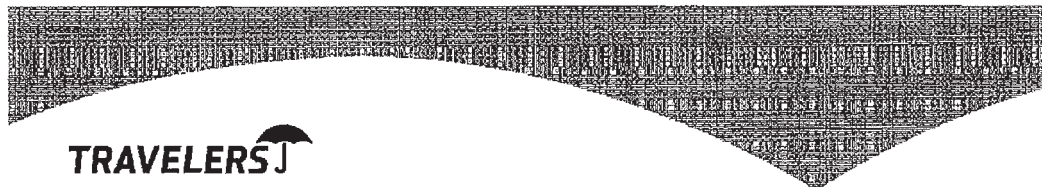
COUNTERSIGNED BY:

THE HORTON GROUP XV401  
 10320 ORLAND PARKWAY  
 ORLAND PARK IL 60467

Authorized Representative

DATE:

IL TO 25 08 01 (Page 1 of 01)  
 Office: ELMIRA NY SRV CTR DOWN



**Report Claims Immediately by Calling\***

**1-800-238-6225**

*Speak directly with a claim professional*

*24 hours a day, 365 days a year*

**\*Unless Your Policy Requires Written Notice or Reporting**

## **STORE PAC**



**A Custom Insurance Policy Prepared for:**

**VINTAGE & VOGUE LLC  
1050 BAY POINTE CROSSING**

**ALPHARETTA**

**GA 30005**

**Presented by: THE HORTON GROUP**

POLICY NUMBER: I-680-7956R80A-ACJ-12

EFFECTIVE DATE: 08-30-12

ISSUE DATE: 07-20-12

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.

\* IL T0 25 08 01 RENEWAL CERTIFICATE  
\* MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECS  
\* IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T3 15 09 07 COMMON POLICY CONDITIONS

## BUSINESSOWNERS

\* MP T1 30 02 05 TBL OF CONT-BUSINESSOWNERS COV-DELUXE  
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COV-SPEC FORM  
\* MP T3 06 02 07 SEWER OR DRAIN BACKUP EXTENSION  
MP T3 25 01 08 TERRORISM RISK INS ACT OF 2002 NOTICE  
MP T3 50 11 06 EQUIP BREAKDOWN SERV INTERRUPTION LIM  
MP T3 56 02 08 AMENDATORY PROVISIONS-GREEN BLD  
MP T9 70 03 06 POWER PAC ENDORSEMENT  
MP T4 81 01 00 GA CHANGES-POLLUTANTS  
MP T5 01 01 04 GEORGIA CHANGES

## COMMERCIAL GENERAL LIABILITY

CG T0 34 11 03 TABLE OF CONTENTS  
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COV FORM  
CG D2 55 11 03 AMENDMENT OF COVERAGE - POLLUTION  
CG D3 09 11 03 AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD  
\* CG D4 71 02 09 AMEND COVERAGE B - PERS & ADV INJURY  
CG 21 70 01 08 CAP ON LOSSES-CERTIFIED ACTS-TERRORISM  
CG D0 37 04 05 OTHER INSURANCE-ADDITIONAL INSUREDS  
\* CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC  
\* CG D4 13 04 08 AMENDMENT OF COVERAGE-COOLING-POLLUTION  
\* MP T1 25 11 03 HIRED AUTO AND NON-OWNED AUTO LIAB  
CG D2 56 11 03 AMENDMENT OF COVERAGE  
CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION  
\* CG D3 26 10 11 EXCLUSION - UNSOLICITED COMMUNICATION  
CG D3 56 01 05 MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW  
\* CG D4 21 07 08 AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS  
\* CG D6 18 10 11 EXCL-VIOLATION OF CONSUMER FIN PROT LAWS  
CG D2 42 01 02 EXCLUSION WAR  
CG T4 78 02 90 EXCLUSION-ASBESTOS  
CG T3 33 11 03 LIMIT WHEN TWO OR MORE POLICIES APPLY

## INTERLINE ENDORSEMENTS

IL T3 82 08 06 EXCL OF LOSS DUE TO VIRUS OR BACTERIA  
IL T3 79 01 08 CAPS ON LOSSES FROM CERT ACTS OF TERROR

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

IL T8 01 01 01

PAGE: 1 OF 2



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POLICY NUMBER: I-680-7956R80A-ACJ-12

EFFECTIVE DATE: 08-30-12

ISSUE DATE: 07-20-12

INTERLINE ENDORSEMENTS (CONTINUED)

IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 02 62 09 08 GA CHANGES-CANCELLATION & NONRENEWAL

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

IL T8 01 01 01

PAGE: 2 OF 2



One Tower Square, Hartford, Connecticut 06183

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

STORE PAC

POLICY NO.: I-680-7956R80A-ACJ-12

ISSUE DATE: 07-20-12

**INSURING COMPANY:**

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**POLICY PERIOD:**

From 08-30-12 to 08-30-13 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: LLC

**COVERAGES AND LIMITS OF INSURANCE:** Insurance applies only to an item for which a "limit" or the word "included" is shown.

**COMMERCIAL GENERAL LIABILITY COVERAGE**

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

**BUSINESSOWNERS PROPERTY COVERAGE**

**DEDUCTIBLE AMOUNT:** Businessowners Property Coverage: \$ 1,000 per occurrence.  
 Building Glass: \$ 1,000 per occurrence.

**BUSINESS INCOME/EXTRA EXPENSE LIMIT:** Actual loss for 12 consecutive months**Period of Restoration-Time Period:** Immediately**ADDITIONAL COVERAGE:**

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

**SPECIAL PROVISIONS:**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
 IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

MP T0 01 02 05 (Page 1 of 02)

## BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY \$ *Replacement Cost	10,400	RC*	N/A	0.0%
COVERAGE EXTENSIONS:				
Accounts Receivable	\$ 25,000			
Valuable Papers	\$ 25,000			

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

## TABLE OF CONTENTS

**BUSINESSOWNERS COVERAGE PART  
DELUXE PLAN**

The following indicates the contents of the principal forms which may be attached to your policy. It contains no reference to the Declarations or Endorsements which also may be attached.

**BUSINESSOWNERS PROPERTY COVERAGE  
SPECIAL FORM MP T1 02**

	Beginning on Page
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Property Not Covered .....	2
Business Income and Extra Expense .....	2
Covered Causes of Loss .....	3
Limitations .....	3
Additional Coverages .....	4
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POLICY NUMBER: I-680-7956R80A-ACTJ-12

BUSINESSOWNERS  
ISSUE DATE: 072012

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEWER OR DRAIN BACK UP EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

### **SCHEDULE**

**Limit of Insurance \$ 25,000**

The following is added to Paragraph **A. 7. Coverage Extensions:**

#### **Water or Sewage Back Up and Sump Overflow**

- (1) When the Declarations show that you have coverage for Building or Business Personal Property, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.
- (2) When the Declarations show that you have coverage for Business Income and Extra Expense,

you may also extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.

- (3) Paragraph **B.1.g.(3)** does not apply to this Coverage Extension.
- (4) The most we will pay under this Coverage Extension in any one occurrence at each described premises is the Limit of Insurance shown in the Schedule above.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## PROVISIONS

**A. AMENDMENT OF DEFINITION OF PERSONAL AND ADVERTISING INJURY**

The following replaces the definition of "personal and advertising injury" in the **DEFINITIONS** Section:

"Personal and advertising injury" means "personal injury" or "advertising injury".

**B. AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES BECAUSE OF PERSONAL INJURY ASSUMED BY NAMED INSURED IN AN INSURED CONTRACT**

1. The following is added to Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces the first paragraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**C. AMENDMENT OF OTHER EXCLUSIONS**

1. The following replaces Exclusion b., **Material Published With Knowledge Of Falsity**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

**b. Material Published With Knowledge Of Falsity**

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

2. The following replaces Exclusion c., **Material Published Prior To Policy Period**, in Para-

## COMMERCIAL GENERAL LIABILITY

graph 2. of SECTION I – COVERAGES –  
COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:c. Material Published Or Used Prior To  
Policy Period

(1) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

3. The following replaces Exclusion f., Breach  
Of Contract, in Paragraph 2. of SECTION I –  
COVERAGES – COVERAGE B PERSONAL  
AND ADVERTISING INJURY LIABILITY:

## f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

4. The following replaces Exclusion g., Quality  
Or Performance of Goods – Failure To  
Conform To Statements, in Paragraph 2. of  
SECTION I – COVERAGES – COVERAGE B  
PERSONAL AND ADVERTISING INJURY  
LIABILITY:g. Quality Or Performance Of Goods –  
Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

5. The following replaces Exclusion h., Wrong  
Description Of Prices, in Paragraph 2. of  
SECTION I – COVERAGES – COVERAGE B  
PERSONAL AND ADVERTISING INJURY  
LIABILITY:

## h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

6. The following replaces Exclusion i., In-  
fringement Of Copyright, Patent, Trade-  
mark, Or Trade Secret, in Paragraph 2. of  
SECTION I – COVERAGES – COVERAGE BPERSONAL AND ADVERTISING INJURY  
LIABILITY:

## i. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

7. The following replaces Exclusion j., Insureds  
In Media And Internet Type Businesses, in  
Paragraph 2. of SECTION I – COVERAGES  
– COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:j. Insureds In Media And Internet Type  
Businesses

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

## COMMERCIAL GENERAL LIABILITY

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

8. The following replaces Paragraph (2) of Exclusion n., **Pollution-Related**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

(2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

#### D. AMENDMENT OF WHO IS AN INSURED

The following replaces the introductory phrase of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

(1) "Bodily injury" or "personal injury":

#### E. AMENDMENT OF LIMITS OF INSURANCE

The following replaces Paragraph 4. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

#### F. ADDITIONAL DEFINITIONS

The following is added to the **DEFINITIONS** Section:

"Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a

person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness;

(b) Unreasonably places a person in a false light; or

(c) Discloses information about a person's private life; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

"Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

"Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;



COMMERCIAL GENERAL LIABILITY

- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
  - (5) Oral or written publication, including publication by electronic means, of material that:
    - (a) Appropriates a person's name, voice, photograph or likeness;
    - (b) Unreasonably places a person in a false light; or
    - (c) Discloses information about a person's private life.
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
- "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
  - b. Does not include a phrase used as, or in, the name of:
    - (1) Any person or organization, other than you; or
    - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.
- "Title" means a name of a literary or artistic work.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT – NON CUMULATION OF EACH  
OCCURRENCE LIMIT OF LIABILITY and  
NON CUMULATION OF PERSONAL and ADVERTISING  
INJURY LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Paragraph 5 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:**

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".
- 2. Paragraph 4 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:**

Non cumulation of Personal and Advertising Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal Injury and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COVERAGE – POLLUTION – COOLING,  
DEHUMIDIFYING AND WATER HEATING EQUIPMENT  
EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following replaces Paragraph (1)(a)(i) of Exclusion f., **Pollution**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

POLICY NUMBER: I-680-7956R80A-ACT-12

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 07-20-12**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NONOWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

<b>COVERAGE</b>	<b>ADDITIONAL PREMIUM</b>
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**PROVISIONS****A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

**B. EXCLUSIONS**

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
  - a. "Bodily injury" to:
    - (1) Any fellow "employee" of the insured arising out of and in the course of:
      - (a) Employment by the insured; or
      - (b) Performing duties related to the conduct of the insured's business.
    - b. "Property damage" to:
      - (1) Property owned or being transported by, or rented or loaned to the insured; or
      - (2) Property in the care, custody or control of the insured.

**C. WHO IS AN INSURED**

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

## COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
- 3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

**D. AMENDED DEFINITIONS**

The Definition of "insured contract" of **Section V -- Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**E. ADDITIONAL DEFINITIONS**

**Section V -- Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – UNSOLICITED COMMUNICATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

1. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

2. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES –**

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

**Unsolicited Communication**

"Personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

3. The following is added to the **DEFINITIONS** Section:

"Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION  
– EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED  
CONTRACT APPLIES ONLY TO NAMED INSURED**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## PROVISIONS

1. The following replaces Paragraph (2) of Exclusion b., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the beginning of Paragraph 2., and Paragraphs 2.a., b., c., d. and e., of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by you;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
  - e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and
3. The following replaces the last sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:  
Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
    - a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
    - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

1. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Violation Of Consumer Financial Protection Laws**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury" or "property damage" alleged in any claim or "suit" that also alleges any such violation.

2. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

**Violation Of Consumer Financial Protection Laws**

"Personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

3. The following is added to the **DEFINITIONS** Section:


"Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.
- b. Information bearing on a person's credit worthiness, credit standing or credit capacity.
- c. Social security number.
- d. Drivers license number.
- e. Birth date.

"Consumer financial protection law" means:

- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
- b. California's Song-Beverly Credit Card Act and any of its amendments; or
- c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".



**TRAVELERS**  
TRAVELERS SERVICE CENTER  
DBS - 700 7956R80A 680 120830  
P.O. BOX 1515  
SPOKANE, WA 99210-1515

**Notice of Cancellation**

Account 3653E8148

Page 1 of 3

700

VINTAGE & VOGUE LLC  
C/O MARIA SULLIVAN  
55 PARK SQUARE  
ROSWELL GA 30076

**YOUR INSURANCE POLICY IS SUBJECT TO CANCELLATION. PLEASE  
SEE REVERSE SIDE FOR NOTICE OF CANCELLATION.**

CLDBNOC


**NOTICE OF CANCELLATION  
FOR NON-PAYMENT OF PREMIUM**

Insuring Company: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Commercial Package

POLICY NO. 7956R80A 680

Issue Date 09/11/12

ACCOUNT 3653E8148

Page 2 of 3

Agent THE HORTON GROUP

 Named Insured  
and Mailing Address  
VINTAGE & VOGUE LLC  
C/O MARIA SULLIVAN  
55 PARK SQUARE  
ROSWELL GA 30076

 Please contact your agent  
if you have any questions.  
PHONE: (888) 661-3938

**EFFECTIVE DATE OF CANCELLATION: OCTOBER 01, 2012**

We are pleased to have you as a customer and would like to continue to provide your insurance. Unfortunately, we have not received the premium payment due on this policy. Therefore, your policy shown on this notice will be cancelled on the effective date of cancellation shown above, at the time the policy became effective. We will refund any premium due you. We regret having to take this action, and will be pleased to rescind the cancellation if we receive the minimum due on/before the effective date of cancellation. In that event, we will send you a notice of reinstatement continuing your coverage.

Premium Information			
POLICY NUMBER 7956R80A 680		POLICY PERIOD 08/30/12 To 08/30/13	
Previous balance	\$720.00	Pay	MINIMUM DUE \$166.00
Installment charge	+6.00	Either	
Late Payment Charge	+10.00	Amount	TOTAL DUE \$730.00
		By	DUE DATE OCTOBER 01, 2012

The MINIMUM DUE shown above includes:

\$72.00 that was due on 09/01/12;  
\$72.00 that is due on 10/01/12;  
\$6.00 for PAST DUE installment charges;  
\$6.00 for current installment charge;  
\$10.00 for late payment charge.

Please detach the return stub and mail with your payment in the enclosed envelope to:  
TRAVELERS CL REMITTANCE CENTER, PO BOX 660317, DALLAS, TX 75266-0317.

648844N 2012255 7702 700 0XV401

**Payment Coupon** Make checks payable to: TRAVELERS

 THE HORTON GROUP  
VINTAGE & VOGUE LLC

3653E8148 7956R80A 680

Include Account Number on the check.


 Change of Address?  
Place an "X" here.  
Print changes on reverse side.

 PAYMENT MUST BE RECEIVED BY  
OCTOBER 01, 2012

 TRAVELERS CL REMITTANCE CENTER  
PO BOX 660317  
DALLAS, TX 75266-0317


C

TOTAL BALANCE	\$730.00
MINIMUM DUE	\$166.00
AMOUNT ENCLOSED	

9933363533053831343840393939394900001660000007300098



## Notice of Cancellation

Account 3653E8148

Page 3 of 3

The policy number shown above consists of your CL policy number and policy form. For the complete policy number refer to your policy paper.

This bill is rendered by The Travelers affiliated company indicated on the policy shown on this notice.

Excess premium, if not tendered, will be refunded on demand.

A late charge has been assessed on your account because we have not received your previous minimum due. This account level charge is listed on this notice. An account level bill or other notice(s) may also be mailed to you today.

If you are paying with a check from a Personal Checking Account, you authorize us to either use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check. If you are paying with a check from a Business Checking account, we will process the payment as a check.

\*\*\*\*\* QUESTIONS? \*\*\*\*\*

If you have any questions about this statement, please contact your Agent, Travelers Billing Customer Service or the Travelers on-line Telephone Inquiry Service. To reach the Travelers Billing Customer Service or the Telephone Inquiry dial 1-800-252-2268 and follow the instructions.

Your 9 character billing account number is: --- 3653E8148.

648844N 2012255 7702 700 0XV401

CLDBNOC3

**TRAVELERS**  
 TRAVELERS SERVICE CENTER  
 P.O. BOX 1515  
 SPOKANE, WA 99210-1515

Date of this Notice 09/17/12  
 Account No. 3653E8148

VINTAGE & VOGUE LLC  
 C/O MARIA SULLIVAN  
 55 PARK SQUARE  
 ROSWELL GA 30075

Please contact your agent  
 with any questions, future  
 policy changes and all  
 address changes.

THE HORTON GROUP  
 (888) 661-3938

Insuring Company: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

## REINSTATEMENT NOTICE

We are pleased to tell you that your policy has been reinstated.

POLICYHOLDER	POLICY IDENTIFICATION NUMBER
VINTAGE & VOGUE LLC	7956R80A 680
TYPE OF INSURANCE	POLICY PERIOD
Commercial Package	08/30/12 To 08/30/13

Receipt of funds dishonored upon presentment is not a valid means of reinstatement. Reinstatement will only occur when all conditions have been met. If these conditions have not been met the reinstatement will be null and void.

We understand that circumstances will occasionally cause a payment to arrive late, but please be aware that if future payments don't reach us on time, WE MAY REQUIRE FULL PAYMENT OF THE OUTSTANDING BALANCE ON YOUR POLICY. Please contact your Travelers representative if you have any questions concerning this notice. Thank you for your business.

648826R 2012261 7706 700 0XV401

CLDBREIN



One Tower Square, Hartford, Connecticut 06183

## CHANGE ENDORSEMENT

## INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Named Insured: VINTAGE &amp; VOGUE LLC

Policy Number: I-680-7956R80A-ACJ-12

Policy Effective Date: 08-30-12

Policy Expiration Date: 08-30-13

Issue Date: 02-21-13

ADDITIONAL Premium \$ 901.00

Effective from 02-27-13 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

UNDER THE COMMON POLICY DECLARATION, ITEM 3. LOCATIONS, ADD THE FOLLOWING. PROPERTY COVERAGE LIMITS OF INSURANCE ARE ADDED AS ATTACHED.

PREM NO.	BLDG NO.	OCCUPANCY	ADDRESS
002	001	NARTS	647 SOUTH ATLANTS ST ROSWELL, GA 30075

ON THE BUSINESSOWNERS COVERAGE PART, ACCOUNTS RECEIVABLE COVERAGE IS ADDED AS FOLLOWS:

PREM. LOC. NO.	BLDG. NO.	LIMIT OF INSURANCE
002	001	\$25000 ON PREMISES/\$25,000 OFF PREMISES

NAME AND ADDRESS OF AGENT OR BROKER

HORTON GROUP\THE  
10320 ORLAND PARKWAY  
ORLAND PARK

XV401

IL 60467

Countersigned by

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL T0 07 09 87 (Page 01 of 02)

Office: ELMIRA NY SRV CTR



One Tower Square, Hartford, Connecticut 06183

## CHANGE ENDORSEMENT

Policy Number: I-680-7956R80A-ACJ-12  
 Policy Effective Date: 08-30-12  
 Policy Expiration Date: 08-30-13  
 Issue Date: 02-21-13

UNDER THE BUSINESSOWNERS COVERAGE PART DECLARATIONS, BUSINESSOWNERS  
 PROPERTY COVERAGE IS ADDED AS FOLLOWS:

PREM NO.	BLDG NO.	
002	001	BUSINESS PERSONAL PROPERTY :
		LIMIT OF INSURANCE: \$ 50,000
		LOSS ADJUSTMENT BASIS: REPLACEMENT COST
		INFLATION GUARD: 0.0 %

ON THE BUSINESSOWNERS COVERAGE PART DECLARATIONS, VALUABLE PAPERS AND  
 RECORDS COVERAGE IS ADDED AS FOLLOWS:

PREM. LOC. NO.	BLDG. NO.	LIMIT OF INSURANCE:
002	001	\$25,000 ON PREMISES/\$25,000 OFF PREMISES

THE FOLLOWING FORMS AND/OR ENDORSEMENTS IS/ARE INCLUDED WITH THIS CHANGE.  
 THESE FORMS ARE ADDED TO THE POLICY OR REPLACE FORMS ALREADY EXISTING  
 ON THE POLICY:

MP T3 07 03 97

RATES AND/OR PREMIUMS HAVE BEEN CHANGED TO REFLECT A CHANGE IN  
 EXPOSURE AND/OR RATING PROCEDURE.

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POLICY NUMBER: I-680-7956R80A-ACJ-12

EFFECTIVE DATE: 08-30-12

ISSUE DATE: 02-21-13

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.

IL T0 07 09 87 CHANGE ENDORSEMENT  
IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

BUSINESSOWNERS

MP T3 07 03 97 PROTECTIVE SAFEGUARDS-SPRINK&RESTAURANT

IL T8 01 01 01

PAGE: 1 OF 1

POLICY NUMBER: I-680-7956R80A-ACJ-12

BUSINESSOWNERS  
ISSUE DATE: 02-21-13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PROTECTIVE SAFEGUARDS ENDORSEMENT FOR  
SPRINKLERED LOCATIONS AND RESTAURANTS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

SCHEDULE*					
Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable	Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
02	01	P1			

**1. The following is added to the:**

BUSINESSOWNERS PROPERTY COVERAGE  
SPECIAL FORM  
BUSINESSOWNERS PROPERTY COVERAGE  
STANDARD FORM

**PROTECTIVE SAFEGUARDS**

- a. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

**b. The protective safeguards to which this endorsement applies are identified by the following symbols:**

**"P-1" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:

- (a) Sprinklers and discharge nozzles;

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations

MP T3 07 03 97

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ISO Commercial Risk Services, Inc.

Page 1 of 2



BUSINESSOWNERS

- (b) Ducts, pipes, valves and fittings;
  - (c) Tanks, their component parts and supports; and
  - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
  - (b) Hydrants, standpipes and outlets.

"P-9" Protective system covering cooking surface as described in application for insurance on file with the company

2. The following is added to the EXCLUSION section of:

BUSINESSOWNERS PROPERTY COVERAGE  
SPECIAL FORM  
BUSINESSOWNERS PROPERTY COVERAGE  
STANDARD FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.



One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Named Insured: VINTAGE & VOGUE LLC

Policy Number: I-680-7956R80A-ACJ-12

Policy Effective Date: 08-30-12

Policy Expiration Date: 08-30-13

Issue Date: 04-01-13

RETURN Premium \$ 249.00

Effective from 03-20-13 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

ON THE COMMON POLICY DECLARATIONS, ITEM 1. NAMED INSURED'S MAILING ADDRESS IS CHANGED TO:  
647 SOUTH ATLANTA ST.  
ROSWELL, GA 30075

UNDER THE COMMON POLICY DECLARATIONS, ITEM 3. LOCATIONS, THE BUSINESSOWNERS COVERAGE PART, THE FOLLOWING LOCATION(S) IS/ARE DELETED:

PREM. NO.	BLDG. NO.
001	001

NAME AND ADDRESS OF AGENT OR BROKER

HORTON GROUP\THE  
10320 ORLAND PARKWAY  
ORLAND PARK

XV401

IL 60467

Countersigned by

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL T0 07 09 87 (Page 01 of 01)

Office: ELMIRA NY SRV CTR

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POLICY NUMBER: I-680-7956R80A-ACJ-12

EFFECTIVE DATE: 08-30-12

ISSUE DATE: 04-01-13

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.

IL T0 07 09 87 CHANGE ENDORSEMENT

IL T8 01 01 01

PAGE: 1 OF 1



One Tower Square, Hartford, Connecticut 06183

## RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS  
STORE PAC  
BUSINESS: STORE

POLICY NO.: I-680-7956R80A-ACJ-11  
ISSUE DATE: 07-21-11

INSURING COMPANY:  
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

## 1. NAMED INSURED AND MAILING ADDRESS:

VINTAGE & VOGUE LLC  
1050 BAY POINTE CROSSING

ALPHARETTA GA 30005

## 2. POLICY PERIOD: From 08-30-11 to 08-30-12 12:01 A.M. Standard Time at your mailing address.

## 3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
01	01	NARTS	55 PARK SQUARE SUITE 101 ROSWELL GA 30075

## 4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

COVERAGE PARTS AND SUPPLEMENTS  
Businessowners Coverage Part

INSURING COMPANY  
ACJ

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
--------	---------------	------------------

## DIRECT BILL

## 7. PREMIUM SUMMARY:

Provisional Premium	\$	627.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

THE HORTON GROUP  
10320 ORLAND PARKWAY  
ORLAND PARK

XV401

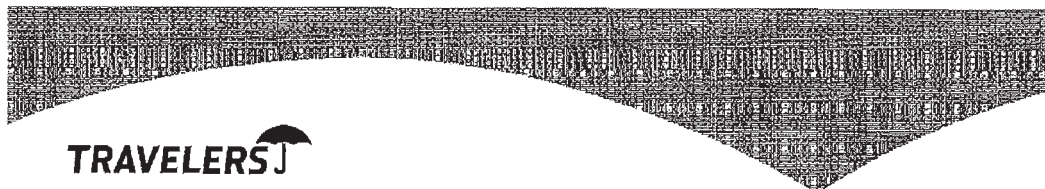
IL 60467

Authorized Representative

DATE:

IL TO 25 08 01 (Page 1 of 01)

Office: ELMIRA NY SRV CTR DOWN



**Report Claims Immediately by Calling\***  
**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

*\*Unless Your Policy Requires Written Notice or Reporting*

## **STORE PAC**



**A Custom Insurance Policy Prepared for:**

**VINTAGE & VOGUE LLC  
1050 BAY POINTE CROSSING**

**ALPHARETTA**

**GA 30005**

**Presented by: THE HORTON GROUP**

POLICY NUMBER: I-680-7956R80A-ACJ-11

EFFECTIVE DATE: 08-30-11

ISSUE DATE: 07-21-11

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

\* IL T0 25 08 01 RENEWAL CERTIFICATE  
 \* MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECS  
 \* IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
 IL T3 15 09 07 COMMON POLICY CONDITIONS

## BUSINESSOWNERS

\* MP T1 30 02 05 TBL OF CONT-BUSINESSOWNERS COV-DELUXE  
 MP T1 02 02 05 BUSINESSOWNERS PROPERTY COV-SPEC FORM  
 \* MP T3 06 02 07 SEWER OR DRAIN BACKUP EXTENSION  
 MP T3 25 01 08 TERRORISM RISK INS ACT OF 2002 NOTICE  
 MP T3 50 11 06 EQUIP BREAKDOWN SERV INTERRUPTION LIM  
 MP T3 56 02 08 AMENDATORY PROVISIONS-GREEN BLD  
 MP T9 70 03 06 POWER PAC ENDORSEMENT  
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## COMMERCIAL GENERAL LIABILITY

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 IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
 IL 02 62 09 08 GA CHANGES-CANCELLATION & NONRENEWAL

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

IL T8 01 01 01

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One Tower Square, Hartford, Connecticut 06183

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

STORE PAC

POLICY NO.: I-680-7956R80A-ACJ-11

ISSUE DATE: 07-21-11

**INSURING COMPANY:**

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**POLICY PERIOD:**

From 08-30-11 to 08-30-12 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: LLC

**COVERAGES AND LIMITS OF INSURANCE:** Insurance applies only to an item for which a "limit" or the word "included" is shown.

**COMMERCIAL GENERAL LIABILITY COVERAGE**

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

**BUSINESSOWNERS PROPERTY COVERAGE**

**DEDUCTIBLE AMOUNT:** Businessowners Property Coverage: \$ 1,000 per occurrence.  
 Building Glass: \$ 1,000 per occurrence.

**BUSINESS INCOME/EXTRA EXPENSE LIMIT:** Actual loss for 12 consecutive months

**Period of Restoration-Time Period:** Immediately

**ADDITIONAL COVERAGE:**

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

**SPECIAL PROVISIONS:**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
 IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

MP TO 01 02 05 (Page 1 of 02)

## BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY \$ *Replacement Cost	10,000	RC*	N/A	0.0%

## COVERAGE EXTENSIONS:

Accounts Receivable	\$ 25,000
Valuable Papers	\$ 25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.



## TABLE OF CONTENTS

**BUSINESSOWNERS COVERAGE PART  
DELUXE PLAN**

The following indicates the contents of the principal forms which may be attached to your policy. It contains no reference to the Declarations or Endorsements which also may be attached.

**BUSINESSOWNERS PROPERTY COVERAGE  
SPECIAL FORM MP T1 02**

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POLICY NUMBER: I-680-7956R80A-ACJ-11

BUSINESSOWNERS  
ISSUE DATE: 072111

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEWER OR DRAIN BACK UP EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

### **SCHEDULE**

**Limit of Insurance \$ 25,000**

The following is added to Paragraph A. 7. Coverage Extensions:

#### **Water or Sewage Back Up and Sump Overflow**

- (1) When the Declarations show that you have coverage for Building or Business Personal Property, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.
- (2) When the Declarations show that you have coverage for Business Income and Extra Expense, you may also extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump.
- (3) Paragraph B.1.g.(3) does not apply to this Coverage Extension.
- (4) The most we will pay under this Coverage Extension in any one occurrence at each described premises is the Limit of Insurance shown in the Schedule above.

POLICY NUMBER: I-680-7956R80A-ACJ-11

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 07-21-11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NONOWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**PROVISIONS****A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

**B. EXCLUSIONS**

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
  - a. "Bodily injury" to:
    - (1) Any fellow "employee" of the insured arising out of and in the course of:
      - (a) Employment by the insured; or
      - (b) Performing duties related to the conduct of the insured's business.
  - b. "Property damage" to:
    - (1) Property owned or being transported by, or rented or loaned to the insured; or
    - (2) Property in the care, custody or control of the insured.

**C. WHO IS AN INSURED**

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

## COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
- 3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

**D. AMENDED DEFINITIONS**

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**E. ADDITIONAL DEFINITIONS**

**Section V – Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

**TRAVELERS**  
TRAVELERS SERVICE CENTER  
DBS - 700 7956R80A 680 110830  
P.O. BOX 1515  
SPOKANE, WA 99210-1515

**Notice of Cancellation**

Account 3653E8148

Page 1 of 3

700

VINTAGE & VOGUE LLC C/O MARIA SULLIVAN  
1050 BAY POINTE CROSSING  
ALPHARETTA GA 30005

**YOUR INSURANCE POLICY IS SUBJECT TO CANCELLATION. PLEASE  
SEE REVERSE SIDE FOR NOTICE OF CANCELLATION.**

CLDBNOC





**Notice of Cancellation**

Account 3653E8148

Page 3 of 3

A late charge has been assessed on your account because we have not received your previous minimum due. This account level charge is listed on this notice. An account level bill or other notice(s) may also be mailed to you today.

The policy number shown above consists of your CL policy number and policy form. For the complete policy number refer to your policy paper.

This bill is rendered by The Travelers affiliated company indicated on the policy shown on this notice.

\*\*\*\*\* QUESTIONS? \*\*\*\*\*

If you have any questions about this statement, please contact your Agent, Travelers Billing Customer Service or the Travelers on-line Telephone Inquiry Service. To reach the Travelers Billing Customer Service or the Telephone Inquiry dial 1-800-252-2268 and follow the instructions.

Your 9 character billing account number is: --- 3653E8148.

648844N 2011255 7448 700 0XV401

CLDBNOC3

**TRAVELERS**  
 TRAVELERS SERVICE CENTER  
 P.O. BOX 1515  
 SPOKANE, WA 99210-1515

Date of this Notice  
 Account No. 3653E8148

09/19/11

VINTAGE & VOGUE LLC C/O MARIA SULLIVAN  
 55 PARK SQUARE  
 ROSWELL GA 30076

Please contact your agent  
 with any questions, future  
 policy changes and all  
 address changes.

THE HORTON GROUP  
 (888) 661-3938

Insuring Company: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

## REINSTATEMENT NOTICE

We are pleased to tell you that your policy has been reinstated.

POLICYHOLDER	POLICY IDENTIFICATION NUMBER
VINTAGE & VOGUE LLC C/O MARIA	7956R80A 680
TYPE OF INSURANCE	POLICY PERIOD
Commercial Package	08/30/11 To 08/30/12

Receipt of funds dishonored upon presentment is not a valid means of reinstatement. Reinstatement will only occur when all conditions have been met. If these conditions have not been met the reinstatement will be null and void.

We understand that circumstances will occasionally cause a payment to arrive late, but please be aware that if future payments don't reach us on time, WE MAY REQUIRE FULL PAYMENT OF THE OUTSTANDING BALANCE ON YOUR POLICY. Please contact your Travelers representative if you have any questions concerning this notice. Thank you for your business.

648826R 2011262 7453 700 0XV401

CLDBREIN